# LIMOVERSE | USER TERMS AND CONDITIONS

Effective as of January 1, 2023

These Terms and Conditions govern the usage of the Limoverse mobile application, and Limoverse website (collectively, the "Platform") and constitute a legally binding agreement (the "Agreement") between the individuals and other legal entities accessing or using the Platform for any reason ("you", "yours", "user") and Limoverse Technologies LLC, its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, "we", "us", "our"). The Platform is owned and operated by Limoverse Technologies LLC, a wellness web3 company duly incorporated and existing under the rules and regulations of Dubai, UAE, with licence number 1082384, with offices located at 201-207, Latifa Towers, Sheikh Zayed Road, Dubai, United Arab Emirates. By entering into this Agreement, and/or by using or accessing the Platform, you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions hereof) and accept all of its terms. If you do not agree to be bound by the terms and conditions of this agreement, you may not use or access the Platform or any of the services provided through the Platform. When using the Platform, you also agree to conduct yourself in accordance with our Conduct Guidelines, and other supplemental terms which shall form part of this Agreement between you and us. Supplemental terms may apply to certain services, such as policies for a particular event, loyalty programme, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable services. Supplemental terms are in addition to and shall be deemed a part of this Agreement for the purposes of the applicable services. Supplemental terms shall prevail over this Agreement in the event of a conflict with respect to the applicable services. We may amend this Agreement from time to time. Amendments will be effective upon our posting of an updated Agreement at this location or the amended policies or supplemental terms on the applicable service. Your continued access or use of the Platform after such posting constitutes your consent to be bound by this Agreement, as amended. Notwithstanding anything to the contrary, we may immediately terminate this Agreement with respect to you, or generally, cease offering or deny access to the Platform or any portion thereof, at any time for any reason without notice.

Please carefully read all the parts to understand the conditions applicable in case of usage of the Platform and for availing or providing the products or services thereof.

## GENERAL CONDITION OF USE

- 1. The terms and conditions for usage of the Platform as set out herein ("Terms and Conditions") specifically govern your access and use of the Platform, which provides a forum for you to inter alia enable you to discover, select and subscribe/purchase the services and products listed on the Platform by the authorized/concerned third party service providers and sellers at the indicated price at any time, from the locations serviceable by us.
- 2. Please note that we may from time to time change the Terms and Conditions that govern your use of the Platform. Every time you wish to use the Platform, please check these Terms and Conditions to ensure you understand the Terms and Conditions that apply at that time. Further, please note that we reserve the right to either change the format and the content of the Platform or suspend the operation of the Platform for support or maintenance work, in order to update the content or for any other reason, at any time.
- 3. Any accessing, browsing, or otherwise using the Platform indicates your agreement to these Terms and Conditions, Privacy Policy of the Platform and any other policies or guidelines that may be applicable on the Platform at the time of your access and usage of the Platform and which may be updated from time to time (collectively, the "Agreement").
- 4. This document is an electronic record generated by a computer system and does not require any physical or digital signatures.
- 5. We authorise you to view and access the Platform solely for identifying products and services, carrying out purchases of products and services and processing returns and refunds, in accordance with the Return and Refund Policy, therefore, grant you limited, revocable permission to access and use the services.

6. By accepting this Agreement, you affirm that you are 18 (Eighteen) years of age or above and are fully competent to enter into this Agreement and to abide by and comply with this Agreement. If a user is below 18 (Eighteen) years of age, it is assumed that he/she is using/browsing the Platform under the supervision of his/her parent or legal guardian and that such user's parent or legal guardian has read and agrees to the terms of this Agreement, including terms of purchase of products/services on behalf of the minor user. In the event we are made aware that a user is under the age of 18 and is using/browsing the Platform without the supervision of his/her parent or legal guardian, we reserve the right to deactivate such user's account without further notice. Further, if you are using the services on behalf of a company or organisation, you represent that you have the authority to act on behalf of that entity and that such entity accepts this Agreement.

## REGISTRATION OF YOUR ACCOUNT

- 7. In order to purchase products or avail of the services on the Platform and to use certain features of the Platform (e.g. ordering products, posting ratings/reviews, receiving our e-newsletters), you must set up an account with the Platform and provide certain information about yourself as prompted by the customer information form, including, your name, gender, email address, an account password, mobile phone number, billing/shipping address etc. You will be eligible to further access and avail of the platform services only upon receipt of a confirmation e-mail from us after filling in the necessary forms and after providing the necessary details as may be required by us at the time of your registration. The installation (in the case of the Limoverse mobile app) and access to the Platform are free of cost and this includes only the usage of certain services of the Platform. However, in the event, that you use the Platform to choose a healthcare practitioner or medical consultant and book an appointment, you shall be required to pay for the consultation. Alternatively, the said consultation services can be redeemed using LIMO tokens. In the case of video or phone consultation, you shall be required to pay for the consultation prior and in the case of clinical consultation, the patient shall pay after consulting the medical practitioners.
- 8. You are solely authorised to operate the account created by you. Consequently, it is your responsibility to maintain the confidentiality of the login credentials of your account on the Platform and to restrict access to your computer/mobile/other similar devices to prevent unauthorised access to your account. You shall remain solely liable for all the actions undertaken through your account.
- 9. You will: (a) immediately inform us of any unauthorised use of the account or any other security breach; and (b) ensure that you log out of your account at the end of each session. We, our employees, agents, directors and officers will not be liable for any loss or direct or indirect damage arising from your failure to comply with these Terms and Conditions. You may be held liable for any losses incurred to us or any other user due to unauthorised use of the account by you. We reserve the right to refuse access to the Platform, terminate accounts and remove or edit content at any time without notice to you.
- 10. You represent and warrant that the information you submit during registration is truthful and accurate and that you will maintain the accuracy of such information.
- 11. It is your responsibility to keep your email address and mobile phone number up-to-date on your account setup on the Platform so that we can communicate with you electronically.
- 12. You can cancel your accounts and stop using the Platform service at any time, through the interface of the Platform or by directly contacting us at grievance@limoverse.io.

## COMMUNICATION AND UNSUBSCRIPTION

13. By accepting the Terms and Conditions, you also accept to receive news, updates, offers or campaign-related SMS, to the mobile phone number provided by you. By accessing and using the Platform and/or verifying your contact number with us, you explicitly consent to receive such communications (through call, SMS, email or other digital and electronic means) from us and/or our authorised representatives regarding any new services or offerings.

14. You can unsubscribe/opt-out from receiving marketing / promotional communications, newsletters and other notifications from us at any time by following the instructions set out in such communications.

## DISCLAIMER OF WARRANTIES, INACCURACIES OR ERRORS

- 15. You understand that the user can utilise the Platform to connect with Wellness Practitioners / Institutions, and Service Providers globally. Even though we take all the necessary steps to verify the authenticity of the Wellness Practitioners and Institutions, and Service Providers, you understand and agree that we shall not be liable for any deficiencies, including but not limited to misconduct, injury caused or lack of knowledge from the end of the Wellness Practitioners and Institutions. We are not a party to such interaction and take no liability that arises from any such acts of the Wellness Practitioners and Institutions, and Service Providers.
- 16. All of the Wellness Practitioners / Institutions and Service Providers who deliver Goods and Services through the Platform are independent professionals and businesses who are solely responsible for the goods and services each provides to you. The Platform does not practice medicine or any other licensed profession and does not interfere with the practice of medicine or any other licensed profession by Wellness Practitioners and Institutions, and Service Providers, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither the Platform nor any third parties who promote the Goods and Services or provide you with a link to the Goods and Service shall be liable for any professional advice you obtain from a Service Provider via the Services.
- 17. The telehealth Goods and Services you receive from Wellness Practitioners / Institutions, and Service Providers are not intended to replace a primary care physician relationship or be your permanent medical home. You should seek emergency help or follow-up care when recommended by a Wellness Practitioner / Institution or when otherwise needed and continue to consult with your primary care physician and other healthcare professionals as recommended. You will have direct access to customer support services to follow up on medication reactions, side effects or other adverse events. Among the benefits of our Goods and Services are improved access to healthcare professionals and convenience. However, as with any health service, there are potential risks associated with the use of telehealth. These risks include, but may not be limited to:
  - 17.1. In rare cases, information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate healthcare decision-making by the Wellness Practitioners / Institutions and Service Providers:
  - 17.2. Delays in evaluation or treatment could occur due to failures of the electronic equipment. If this happens, you may be contacted by phone or other means of communication;
  - 17.3. In rare cases, a lack of access to all of your health records may result in adverse drug interactions or allergic reactions or other judgment errors;
  - 17.4. Although the electronic systems we use will incorporate network and software security protocols to protect the privacy and security of health information, in rare instances, security protocols could fail, causing a breach of privacy of personal health information.
- 18. By accepting these Terms and Conditions, you acknowledge that you understand and agree with the following:
  - 18.1. You understand that you may expect the anticipated benefits from the use of telehealth in your care, but that no results can be guaranteed or assured;
  - 18.2. Your Wellness Practitioners / Institutions, and Service Providers, may determine that the Goods and Services are not appropriate for some or all of your treatment needs, and accordingly may elect not to provide telehealth Goods and Services to you through the Platform;
  - 18.3. You can send messages to your Wellness Practitioners / Institutions, and Service Providers by contacting Customer Support (by emailing support@limoverse.io). If you are experiencing a medical emergency, you should call the emergency ambulance number or go to the nearest emergency room;

- 18.4. All communication between the Wellness Practitioners and Institutions, and Service Providers, and you are a separate transaction which includes without any limitation all warranties related to consultation and after-consult services related to consulting. We do not have any control over such information and play no determinative role in the finalization of the same and hence do not stand liable for the outcomes of such communication. We do not endorse any specific Wellness Practitioners / Institutions and Service Providers on the Platform nor place any guarantee as to its quality and value. Any such recommendations that are done are done by other users and the Company does not verify or acknowledge the same;
- 18.5. Further, we may suggest treatments or services in accordance with your information within our knowledge but we do not guarantee any effectiveness or success upon using these services. Subject to the foregoing, a contract exists between the Wellness Practitioners and Institutions, and Service Providers and you and as such any breach of contract and thus, any claim arising from such breach is the subject matter of the Wellness Practitioners and Institutions, and Service Providers and you and we are in no way a party to such breach or involved in any suit claim/negligence/damages etc arising from the same breach;
- 18.6. Even though we authenticate and approve the Wellness Practitioners and Institutions, and Service Providers, you are expected to check and satisfy the creditworthiness of the Wellness Practitioners and Institutions, and Service Providers and the genuineness of the skill. We are not liable for the same;
- 18.7. We are in no way liable for any deficiency of Goods and Services if any arises including but not limited to cancellation of order due to any unavailability of the Wellness Practitioners and Institutions, and Service Providers. We are not liable for the general conduct of the Wellness Practitioners and Institutions, and Service Providers and we shall not be liable for any unwarranted act performed by the Wellness Practitioners and Institutions, and Service Providers. You are advised to ensure your safety and the safety of your belongings;
- 18.8. We do not assume any liability for the contents of any material provided on the Platform. Reliance on any information provided on the Platform is solely at your own risk. We assume no liability or responsibility for damage or injury to persons or property arising from any use of any product, information, idea, or instruction contained in the materials provided to you. We reserve the right to change or discontinue, at any time, any aspect or feature of the Platform without notice:
- 18.9. We are not liable for the products which are not manufactured by us. Products that are manufactured by a third party are sold only with the representations and warranties provided to us by the manufacturer of products, as applicable. It is hereby clarified that the manufacturers themselves are responsible for all compliances relating to the manufacturing of the products including any labelling, mandatory declaration requirements, etc. The manufacturers are liable to be compliant with the relevant provisions of applicable laws and the rules made thereunder. Further, the manufacturers themselves shall be solely responsible for contravention under the applicable regulations and/or for all non-compliances that may be raised to us by the governmental authorities from time to time;
- 18.10. You release and indemnify us and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the users of the Platform and specifically waive any claims that you may have on this behalf under any applicable law. Please note that there could be risks in dealing with underage persons or people acting under false pretence;
- 18.11. The parties hereby agree that the Platform shall not be held liable either to the Wellness Practitioners / Institutions and Service Providers or the End Users for any offer of goods or services/consultation/communication made between them for whatever reason it may be. Further, the Platform shall be held liable neither by the Wellness Practitioners / Institutions and Service Providers nor the End Users for any technical mishap of whatever kind;

- 18.12. The Platform is only an intermediary and cannot be held liable for any dispute/claim/damages etc that arise between the Wellness Practitioners / Institutions and Service Providers and the End Users for whatever reason it may be. Both of them hereby indemnify the company for any such claims;
- 19. We will try to ensure that all information and recommendations, whether in relation to the Products, Services, offerings or otherwise, (hereinafter "Information") provided as part of this Platform are correct at the time of inclusion on the Platform. We do not guarantee the accuracy of the Information. We make no representations or warranties as to the completeness or accuracy of the Information.
- 20. You agree that Information is being supplied to you on the condition that you will make your own determination as to the suitability of such information for your purpose prior to use or in connection with the making of any decision. No Information on the Platform shall constitute an invitation to invest in us or any affiliates. Any use of this Platform or the Information is at your own risk. Neither we, our affiliates, nor their officers, employees or agents shall be liable for any loss, damage or expense arising out of any access to, use of, or reliance upon the Information or any third-party website linked to this Platform. We are not responsible for the content of any third-party sites and do not make any representations regarding the content or accuracy of material on such sites. If you decide to access links of any third-party Platforms, you are doing so entirely at your own risk and expense.
- 21. As a means to assist the End Users in identifying the Products of their choice, we provide visual representations on the Platform including graphics, illustrations, photographs, images, videos, charts, screenshots, infographics and other visual aids. While reasonable efforts are made to provide an accurate visual representation, we disclaim any guarantee or warranty of exactness of such visual representation or description of the Product, with the actual Product ultimately delivered to the End Users. The appearance of the Product when delivered may vary for various reasons.
- 22. Nothing contained herein is to be construed as a recommendation to use any product, process, equipment or formulation, in conflict with any patent, or otherwise and we make no representation or warranty, express or implied that the use thereof will not infringe any patent, or otherwise.
- 23. We do not covenant or provide any representations and warranties:
  - 23.1. in respect of quality, suitability, accuracy, reliability, performance, safety, merchantability, fitness for a particular purpose/consumption or the content (including product or pricing information and/or specifications) on the platform;
  - 23.2. that the Goods and Services will be made available at all times and,
  - 23.3. that the operation of the Platform, including the functions contained in any content, information and materials on the Platform or any third-party sites or services linked to the Platform will be uninterrupted, or that the defects will be rectified, or that the platform or the servers that make such content, information and materials available are free of viruses or other harmful components.
- 24. We shall not be liable to the Wellness Practitioners and Institutions and Service Providers for any loss or damage arising as a result of:
  - 24.1. false, misleading, inaccurate or incomplete information being provided by an End-Use to the Wellness Practitioners / Institutions and Service Providers;
  - 24.2. the cancellation of a Good or Service by an End User or the Wellness Practitioners and Institutions and Service Providers;
  - 24.3. any failure to make the Payment by the End Users to the Wellness Practitioners, Institutions and Service Providers; and/or
  - 24.4. any fraud, fraudulent misrepresentation, breach of duty or breach of any of the Conditions herein by an End User before, during or after availing any Services from the Wellness Practitioners and Institutions and Service Providers.
- 25. We will not be liable to any Wellness Practitioners / Institutions and Service Providers for any business, financial or economic loss or for any consequential or indirect loss such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result

- of the services provided by us (whether suffered or incurred as a result of our negligence or otherwise) except in the case of fraud.
- 26. We will not be liable to any End Users in relation to any Goods or Services offered unless we are notified of a claim relating to those Goods or Services within one month of their consumption or usage.
- 27. Any explanatory texts provided on our Platform in correspondence with the available services by no means substitute a legal opinion nor replace the assistance or advice of a professional. Such texts are merely intended to facilitate the use and understanding of our service, and are not exhaustive nor may they fit any specific case.
- 28. THIS PLATFORM AND THE SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "WHERE-IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES. WE, FOR OURSELF AND ANY THIRD PARTY PROVIDING MATERIALS, SERVICES, OR CONTENT TO THIS WEBSITE, MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT OF THIRD-PARTY RIGHTS, WITH RESPECT TO THE PLATFORM, THE INFORMATION OR ANY PRODUCTS OR SERVICES TO WHICH THE INFORMATION REFERS. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM OR CONNECTED WITH THE SITE, INCLUDING BUT NOT LIMITED TO, YOUR USE OF THIS SITE OR YOUR INABILITY TO USE THE SITE, EVEN IF WE HAVE PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## AVAILABILITY AND ACCESSIBILITY OF THE PLATFORM

- 29. We control and operate this Platform from the United Arab Emirates and make no representation that the materials and the content available on the Platform are appropriate to be used or will be available for use in other locations outside the United Arab Emirates. If you use this Platform from outside the United Arab Emirates, you are entirely responsible for compliance with all applicable local laws. These Terms and Conditions do not constitute, nor may these Terms and Conditions be used for or in connection with any promotional activities or solicitation by anyone in any jurisdiction in which such promotional activities or solicitation are not authorised or to any person to whom it is unlawful to promote or solicit.
- 30. Information that we publish on the Platform may contain references or cross-references to our Products, Programs and Services that are not announced or available in your region. Such references do not imply that we intend to announce such products, programs or services in your region. Consult our local business contact for information regarding the products, programs and services that may be available to you in your region.
- 31. We constantly monitor the user's account in order to avoid fraudulent accounts and transactions. Users with more than one account or availing referral vouchers or redeeming LIMO/LIMOR tokens fraudulently shall be liable for legal actions under law and we reserve the right to recover the cost of goods, collection charges and lawyer fees from persons using the Platform fraudulently. We reserve the right to initiate legal proceedings against such persons for fraudulent use of the Platform and any other unlawful acts or omissions in breach of these Terms and Conditions. In the event of detection of any fraudulent or declined transaction, prior to initiation of legal actions, we reserve the right to immediately delete such an account and dishonour all past and pending orders without any liability. For the purpose of this clause, we shall owe no liability for any refunds.

## THIRD-PARTY INTERACTION AND LINKS TO THIRD PARTY SITES

32. In your use of the Platform, you may enter into correspondence with, purchase goods and/or services from or participate in promotions of advertisers or members or sponsors of the platform or access any other third-party website linked to the Platform. Unless otherwise stated, any such correspondence, advertisement, purchase or promotion, including the delivery of and the payment for Goods and/or Services, and any other term, condition, warranty or representation associated with such correspondence, purchase or promotion, is solely between you and the applicable third

- party. You agree that we have no liability, obligation or responsibility for any such correspondence, purchase or promotion, access or usage of any third-party website and the contract under such instances remains between you and any such third party.
- 33. The content on the Platform includes all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, design documents, and artwork is our content (hereinafter referred to as 'Content'). The Platform may contain links to / content of third-party websites that are not associated with us. We have no control over any third-party user-generated content as we are merely an intermediary for the purposes of that content.
- 34. Other than that when expressly allowed, any use of our Content and it being reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or another medium for publication or distribution or for any commercial enterprise, without our express prior written consent is not allowed.

#### TRADEMARKS IN CONTENT

35. The format and content included on the Platform, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, are our or our affiliates or our content suppliers' property and are protected by applicable copyright, authors' rights and database right laws. All rights are reserved in relation to any registered and unregistered trademarks (whether owned by or licensed to us) which appear on the Platform. The Platform or any portion of it may not be reproduced, duplicated, copied, sold, resold or otherwise exploited without our express written consent. No person is entitled to systematically extract and/or re-utilise parts of the contents of the Platform without our express written consent. In particular, the use of data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this Platform is strictly prohibited.

## LICENCE AND USE OF YOUR CONTENT

- 36. You grant to us a royalty-free, perpetual, irrevocable, non-exclusive right and licence to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works from, display worldwide, or act on any material posted by you on the Platform without additional approval or consideration in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content, and you waive any claim overall feedback, comments, ideas or suggestions or any other content provided through or on the Platform. You agree to perform all further acts necessary to perfect any of the above rights granted by you to us, including the execution of deeds and documents, at our request.
- 37. You agree that we do not routinely monitor your postings on the Platform but reserve the right to do so. However, if we become aware of inappropriate use of the Platform or any of its Services, we will respond in any way that, in its sole discretion, we deem appropriate. You acknowledge that we will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, we will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity on the Platform.
- 38. Submissions and unauthorised use of any materials contained on the Platform may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations and other applicable laws and regulations. You alone are responsible for your actions or the actions of any person using your username and/or password. As such, you shall indemnify and hold us and our officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all loss, costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Platform or the use of the Platform by any person using your user name and/or password (including without limitation your participation in the posting areas or your Submissions) violates any applicable law or regulation, or the rights of any third party.

39. We reserve the right to terminate your access to this Platform at any time and without notice. Further, this limited licence terminates automatically, without notice to you, if you breach any of the Terms and Conditions. Upon termination, you must immediately destroy any downloaded and printed materials. Any provision of the Terms and Conditions, which imposes an obligation or creates a right that by its nature will be valid after termination or expiration of the Terms and Conditions.

## EPLIMO RELATED TERMS AND ACKNOWLEDGEMENTS

- 40. By signing up for the Epigenetic lifestyle modification ("EPLIMO") Program through this Platform you declare that you have understood the possible risks and side effects that can occur by making your genetic and medical information available on this platform. In short, you acknowledge that:
  - 40.1. your Data uploaded to the internet can not be fully deleted; there may always be a backup somewhere.
  - 40.2. by publishing data, you expose information about yourself and your next of kin worldwide.
  - 40.3. the genetic and medical information can be used by employers, insurance companies, and the government to know more about you than you would like.
  - 40.4. new findings of your genotypes can be negative. (For instance, a new research publication finds that your genotype will give you, your siblings and your parents a fatal disease that will most certainly strike all of you. Due to this disease, you and your kin may lose your jobs and your insurance. Chances for an association of this kind may be small, but by allowing the Platform to publish/share the data you are nonetheless taking this risk.)
  - 40.5. what has been seen cannot be unseen.
- 41. With your consent, we extract your DNA data from your saliva sample and analyze it to produce your Genetic Information in order to provide you with various services through our Platform. Although you can delete your DNA data from the Platform, this does not guarantee that someone else on the platform, with whom you might have earlier shared your data for availing any services, has not already created a backup of the data (who may re-publish the data somewhere else).
- 42. You acknowledge and accept that by using the EPLIMO services offered we are engaging certain authorised third party Direct-To-Consumer genetic testing companies to process your personal data as "processors" pursuant to the applicable personal data protection legislation. The conditions of engagement are determined by the data processing agreement that you agree to while signing up for the EPLIMO program. Such an agreement, of which the conclusion is required by law, therefore forms an integral and binding part of the contractual relationship between you and us/data-processors.

#### USER WARRANTIES AND RESTRICTIONS

- 43. You represent and warrant that: (a) your use of the Platform and/or Goods and/or Services will not violate any applicable law or regulation; (b) all information that is submitted to us in connection with the Platform and/or Goods and/or Services is true, accurate and lawful; (c) use of the content and material you supply does not breach any applicable Agreement and will not cause injury to any person or entity (including that the content or material is not defamatory). If at any time, the information provided by you is found to be false or inaccurate, we will have the right to reject the registration, cancel all orders, and restrict you from using the Platform and/or Goods and/or Services and other affiliated services in the future without any prior intimation whatsoever. You agree to indemnify us and our affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.
- 44. You will use the Platform for lawful purposes only and will not undertake any activity that is harmful to the Platform or its content or otherwise not envisaged through the Platform. You have a limited licence to access and use the Platform, solely for the purpose of availing the Goods and Services, subject to these Terms and Conditions.
- 45. You will not do any of the following:
  - 45.1. Delete or modify any content on the Platform, such as any information regarding the Services, their performance, sales or pricing;

- 45.2. Use any engine, software, tool, agent or other mechanisms (such as spiders, robots, avatars, worms, time bombs etc.) to navigate or search the Platform;
- 45.3. Make false or malicious statements against the Services, Platform or us;
- 45.4. Post, copy, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise disrupt or damage the Platform and/or Services or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Platform and/or the Services;
- 45.5. Introduce any trojans, viruses, any other malicious software, any bots or scrape the Platform for any information;
- 45.6. Probe, scan, or test the vulnerability of any system, security or authentication measures implemented by us or otherwise tamper or attempt to tamper with our technological design and architecture;
- 45.7. Hack into or introduce malicious software of any kind onto the Platform;
- 45.8. Gain unauthorised access to, interfere with, damage, or disrupt the server on which the details connected to the Services are stored, or any other server, computer, or database connected to the Services; or
- 45.9. Engage in any form of antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," "phishing" and "griefing" as those terms are commonly understood and used on the internet.
- 46. You are prohibited from hosting, displaying, uploading, modifying, publishing, transmitting, updating or sharing on or through the Platform, any information that:
  - 46.1. belongs to another person and to which you do not have any right;
  - 46.2. is harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, hateful, relating to or encouraging money laundering or gambling, or otherwise harmful in any manner whatsoever;
  - 46.3. harms minors in any way;
  - 46.4. infringes any patent, trademark, copyright or other proprietary rights;
  - 46.5. violates any law for the time being in force;
  - 46.6. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - 46.7. impersonates or defames another person; or
  - 46.8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource.

#### APPLICABLE LAW AND JURISDICTION:

47. These Terms and Conditions are governed by and to be interpreted in accordance with the laws of Sharjah, United Arab Emirates, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree, in the event of any dispute arising in relation to these Terms and Conditions or any dispute arising in relation to the Platform whether in contract or tort or otherwise, to submit to the jurisdiction of the applicable courts located in Sharjah, the United Arab Emirates for the resolution of all such disputes.

#### **GRIEVANCE OFFICER:**

48. In accordance with the applicable law, any grievances which you may have with respect to the information shared by you with us hereunder and its treatment or any grievance related to Goods and Services being availed hereunder may be directed by you to our grievance officer at the below-mentioned coordinate:

Attn: Grievance Officer

Email ID: grievance@limoverse.io

We will treat any concerns or complaints confidentially. We will promptly investigate any concern or complaint that you raise with us. Please note that upon lodging of a complaint, a ticket number shall be given to you by which you may track the status of your complaint.

## FORCE MAJEURE

- 49. We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under any contract including any delay or failure to deliver Products and/or Services when caused by events that are beyond our reasonable control ("Force Majeure"). Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:
  - 49.1. Strike, lockout or other forms of protest
  - 49.2. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
  - 49.3. Fire, explosion, storm, flood, earthquake, collapse, epidemic/disease outbreak or any other natural disaster.
  - 49.4. Inability to use public or private transportation and telecommunication systems.
  - 49.5. Acts, decrees, legislation, regulations or restrictions of any government or public authority including any judicial determination.
- 50. Our obligations deriving from any contracts should be considered suspended during the period in which Force Majeure remains in effect and we will be given an extension of the period in which to fulfil these obligations by an amount of time we shall communicate to you, not being less than the time that the situation of Force Majeure lasted

#### **WAIVER**

51. No provision in these Terms and Conditions will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by us. Any consent by us to, or waiver of your breach, whether expressed or implied, will not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

#### **SEVERABILITY**

52. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision will be excluded from these Terms and Conditions and the remainder of these Terms and Conditions will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms; provided that, in such event, these Terms and Conditions will be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

#### **AMENDMENT**

53. These Terms and Conditions are subject to amendments and modifications and may be updated from time to time, without any advance notice. You are requested to regularly review the Terms and Conditions as available on the Platform. Your relationship with the Platform will be governed by the most current version of these Terms and Conditions, as published on the Platform.

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- 54. In addition to these Terms and Conditions, you will also ensure that you are in compliance with the Terms and Conditions of the third parties, such as in the case of any brand promotional offers, whose links, if any, are contained/embedded in the Services. You agree that we will not be liable for any transaction between itself and any such third parties.
- 55. These Terms and Conditions supersede all previous oral and written terms and conditions (if any) communicated to you by us, for the use of the Platform, and the rights and liabilities with respect to any Services provided by us shall be limited to the scope of these Terms of Use.